income or loss, for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to § 703(a)(1) of the Code), with the following adjustments:

(a) any income of the Company exempt from federal income tax and not otherwise taken into account in computing Profits or Losses pursuant to this definition shall be added to such taxable income or loss;

(b) any expenditures of the Company described in § 705(a)(2)(B) of the Code (or treated as expenditures described in § 705(a)(2)(B) of the Code pursuant to Treasury Regulation § 1.704-1 (b)(2)(iv)(i)) and not otherwise taken into account in computing Profits or Losses pursuant to this definition shall be subtracted from such taxable income or loss;

(c) in the event the Gross Asset Value of any Company asset is adjusted in accordance with paragraph (b) or paragraph (c) of the definition of "Gross Asset Value" above, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Profits or Losses and, in the event that any Company asset is distributed to Members, gain or loss shall be taken into account as if such asset had been sold for its Gross Asset Value;

(d) gain or loss resulting from any disposition (or deemed disposition) of any asset of the Company with respect to which gain or loss is recognized (or deemed recognized) for federal income tax purposes shall be computed by reference to the Gross Asset Value of the asset disposed of, notwithstanding that the adjusted tax basis of such asset differs from its Gross Asset Value; and

(e) in lieu of the depreciation, amortization and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such Fiscal Year or other period, computed in accordance with the definition of "Depreciation" above.

"*Stockholder*" means Liberty Ventures LLC, a Delaware limited liability company, and any successor (by merger, consolidation, transfer or otherwise) of all or substantially all of the assets of Liberty Ventures LLC.

"*Subsequent Capital Contribution*" shall have the meaning set forth in Section 6.1 hereof.

"*Subsidiary*" of any Person as of any date shall mean any other Person more than 50% of the outstanding number or voting power of the shares, equity interests or other ownership interests of which are, as of such date, owned or controlled, directly or indirectly, by such Person and/or one or more of its Subsidiaries.

"*Tax Sharing Agreement*" shall mean that certain Tax Sharing Agreement, dated as of , 1999, by and among Parent, Liberty Media Corporation, certain Subsidiaries of Liberty Media Corporation and the Company.

"*Tax Matters Partner*" shall have the meaning set forth in Section 10.1(a) hereof.

"*Tax Rate*" shall mean the highest marginal federal and applicable state corporate income tax rates (giving effect to the deductibility, if any, of state income taxes for federal income tax purposes) in effect for the taxable year.

"*Treasury Regulations*" means the income tax regulations, including temporary regulations, promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

"*Triggering Event*" has the meaning given to such term in the Contribution Agreement.

Section 1.2 *Headings.* The headings and subheadings in this Agreement are included for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

ARTICLE II

FORMATION AND TERM

Section 2.1 *Formation.* (a) The Members hereby form the Company as a limited liability company under and pursuant to the provisions of the Delaware Act, and agree that the rights, duties and liabilities of the Members shall be as provided in the Act, except as otherwise provided herein. Pursuant to Section 18-201(d) of the Delaware Act, this Agreement shall be effective as of the date hereof.

(b) Upon the execution of this Agreement or a counterpart of this Agreement and the making of the Initial Capital Contributions contemplated by Section 6.1(a), Liberty Media Corporation and Liberty Management (the "*Initial Members*") shall be admitted as Members of the Company with the initial Percentage Interests reflected on Schedule A.

(c) The name and mailing address of each Initial Member are listed on Schedule A attached hereto.

(d) The Secretary of the Company and any Assistant Secretary are hereby designated as authorized Persons, within the meaning of the Delaware Act, to execute, deliver and file, or cause the execution, delivery and filing of, all certificates, notices or other instruments (and any amendments and/or restatements thereof) required or permitted by the Delaware Act to be filed in the office of the Secretary of State of Delaware and any other certificates, notices or other instruments (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business.

Section 2.2 *Name.* The name of the Company shall be "Liberty Media Group LLC."

Section 2.3 *Term.* The term of the Company shall commence on the date hereof, and shall continue perpetually unless the Company is dissolved pursuant to Section 14.2, which dissolution shall be carried out pursuant to the Delaware Act and the provisions of this Agreement. The existence of the Company as a separate legal entity shall continue until the cancellation of the Certificate as provided in the Delaware Act.

Section 2.4 *Registered Agent and Office.* The Company's registered agent and office in Delaware shall be The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street in the City of Wilmington, County of New Castle.

Section 2.5 *Principal Place of Business.* The principal place of business of the Company shall be in the State of Colorado or such other location as the Manager may designate from time to time.

Section 2.6 *Qualification in Other Jurisdictions.* The Officers shall cause the Company to be qualified, formed or registered under assumed or fictitious name statutes or similar laws in any jurisdiction in which the Company transacts business and such qualification, formation or registration is necessary or appropriate for the transaction of such business.

ARTICLE III

PURPOSE AND POWERS OF THE COMPANY

Section 3.1 *Purpose.* The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, engaging in any lawful act or activity for which limited liability companies may be formed under the Delaware Act.

Section 3.2 *Powers of the Company.* The Company shall have the power and authority to take any and all actions necessary, appropriate, proper, advisable, incidental or convenient to or for the furtherance of the purpose set forth in Section 3.1.

ARTICLE IV
MEMBERS

Section 4.1 *Members.* The name and mailing address of each Member and the Member's respective Percentage Interests as in effect from time to time shall be listed on Schedule A attached hereto. The Secretary or other designated Officer shall be required to update Schedule A from time to time as necessary to accurately reflect changes in address and/or Percentage Interests. Any amendment or revision to Schedule A made to reflect an action taken in accordance with this Agreement shall not be deemed an amendment to this Agreement. Any reference in this Agreement to Schedule A shall be deemed to be a reference to Schedule A as amended and in effect from time to time. No Person other than Liberty Management, Liberty Media Corporation and, if it makes a Capital Contribution to the Company pursuant to Section 6.1, Stockholder shall be deemed a Member of the Company hereunder or under the Delaware Act, whether or not such Person holds any Interests, unless approved as such pursuant to the provisions of Article XIII of this Agreement.

Section 4.2 *Powers of Members.* The Members shall have the power to exercise any and all rights or powers granted to the Members pursuant to the express terms of this Agreement. Members shall not have the authority to bind the Company by virtue of their status as Members.

Section 4.3 *Member's Interest.* A Member's Interest shall for all purposes be personal property. No Member (or other holder of an Interest) shall have any interest in specific Company assets or property, including any assets or property contributed to the Company by such Member as part of any Capital Contribution.

Section 4.4 *Partition.* Each Member waives any and all rights that it may have to maintain an action for partition of the Company's property.

Section 4.5 *Resignation.* A Member shall cease to be a Member at the time such Member ceases to own any Interests. Interests are not redeemable.

Section 4.6 *Member Meetings.* Meetings of Members for such business as may be stated in the notice of the meeting, may be held at such date, time and place as is determined by the Manager.

Section 4.7 *Voting.* Each Member entitled to vote in accordance with the terms of this Agreement may vote in person or by proxy. The Members shall be entitled to vote only on the matters set forth in Section 4.11 and to the other rights expressly set forth herein. Unless otherwise provided for by this Agreement, all matters to be decided by the Members shall be decided by the affirmative vote (or consent in writing) of Members representing 100% of the total Percentage Interests in the Company.

Section 4.8 *Quorum.* Except as otherwise required by law, the presence, in person or by proxy, of Members representing 100% of the total Percentage Interests in the Company shall constitute a quorum at all meetings of the Members. In case a quorum shall not be present at any meeting, Members holding a majority of the Interests held by Members represented thereat, in person or by proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until the requisite amount of Members shall be present. At any such adjourned meeting at which a quorum shall be represented, any business may be transacted that might have been transacted at the meeting as originally noticed.

Section 4.9 *Notice of Meetings.* Written notice, stating the place, date and time of the meeting, shall be given to each Member, at such Member's address as it appears on the records of the Company, not less than two business days before the date of the meeting (except that notice to any Member may be waived in writing by such Member).

Section 4.10 *Action Without a Meeting.* Any action required or permitted to be taken at any annual or special meeting of Members may be taken without a meeting, without prior notice and without a vote, if a

consent in writing, setting forth the action so taken, shall be signed by the number of Members as would be required to take such action at a meeting, notice of such action shall be given to those Members who have not so consented in writing to such action without a meeting and such written consent is filed with the minutes of proceedings of the Members.

Section 4.11 *Certain Changes.* Notwithstanding anything in this Agreement to the contrary, the Company shall not take any of the actions set forth below prior to the unanimous approval of the Members:

(a) Settlement of any litigation, arbitration or other proceeding which is other than in the ordinary course of business and involves any material restriction on the conduct of any material business by a Member or any of the Members' respective Affiliates.

(b) The entering into by the Company or its Subsidiaries on the one hand, and Liberty Management or its Affiliates (other than any such Affiliate who is an Officer in his or her capacity as such Officer), on the other hand, of any transaction which is on terms materially less favorable to the Company and its Subsidiaries than the terms available to the Company or the applicable Subsidiary from an unaffiliated third party.

No Member shall have any right, power or duty, including the right to approve or vote on any matter (including, without limitation, any vote, approval or consent relating to the merger of the Company with or into an "other business entity" (as defined in the Act), the consolidation of the Company with or into an "other business entity," the domestication of the Company to an "other business entity," the conversion of the Company to an "other business entity," the transfer of the Company to any other jurisdiction or, to the fullest extent permitted by law, the dissolution of the Company) except as expressly required by this Agreement, the Act or other applicable law.

ARTICLE V
MANAGEMENT

Section 5.1 *Manager.* In accordance with Section 18-402 of the Delaware Act, management of the Company shall be vested in Liberty Management as the sole manager of the Company (the "Manager"). The Manager shall be a manager of the Company within the meaning of Section 18-101(10) of the Delaware Act. The business and affairs of the Company shall be managed exclusively by and under the direction of the Manager, subject to the right of the Members to consent to the taking of any action by the Company with respect to the matters set forth in Section 4.11. The Manager shall have the sole right to manage the business of the Company and shall have all powers and rights necessary, appropriate or advisable to effectuate and carry out the purposes and business of the Company, and no Member or other Person other than the Manager shall have any authority to act for or bind the Company or to vote on or approve any of the actions to be taken by the Company (unless otherwise expressly required by the Delaware Act or other applicable law or this Agreement). The Manager shall serve until the Manager voluntarily resigns or appoints a successor manager of the Company. Notwithstanding any other provision of the Agreement, the Delaware Act or other applicable law, rule or regulation, the removal of the Manager shall be only at the request and direction of the Manager and under no other circumstances, including, without limitation, for cause. The Manager shall be entitled to reimbursement from the Company for all reasonable expenses incurred in the performance of its duties as the Manager.

Section 5.2 *Officers.*

(a) The Company shall have a Chief Executive Officer (the "Company CEO") who shall be selected by the Manager and shall have such powers and authority relative to the Company as shall be delegated to the Company CEO by the Manager from time to time, and shall hold office at the pleasure of the Manager until his successor is duly appointed. The Company CEO and any other Officer of the Company may be removed by the Manager with or without cause. In addition to the Company CEO, the Officers of the Company shall be a Treasurer, a Secretary and such other Officers (including Assistant Treasurers and Assistant Secretaries) as may

be established by the Manager, all of whom shall be appointed by the Manager, shall have such powers and authority relative to the Company as shall be delegated to such Officer from time to time by the Manager (or, if such power is so delegated to the Company CEO, by the Company CEO) and shall hold office at the pleasure of the Manager until their successors are duly appointed. Subject to Sections 4.11 and 5.1 of this Agreement, the Company CEO shall be responsible for managing the business of the Company. The Manager may also establish additional or alternate offices of the Company as it deems advisable, and such offices shall be filled with such Officers, who shall perform such duties and serve such terms, as the Manager shall determine from time to time.

(b) Subject to Sections 4.11 and 5.1, the Officers shall have the authority to conduct the day-to-day affairs of the Company. In no event may an Officer take any action for which approval is required under Section 4.11 in the absence of such approval or any action contrary to any directions of the Manager.

ARTICLE VI

CAPITAL ACCOUNTS

Section 6.1 *Capital Contributions.*

(a) Upon formation of the Company, each Initial Member shall contribute to the capital of the Company (each, an "*Initial Capital Contribution*") the consideration set forth opposite the Member's name on Schedule A attached hereto in the form indicated thereon.

(b) Subject to the terms, conditions and limitations of the Contribution Agreement, upon the occurrence of a Triggering Event, Liberty Management and Liberty Media Corporation shall make the respective additional Capital Contributions required of them by the Contribution Agreement and, if applicable, Stockholder shall make the Capital Contribution required of it by the Contribution Agreement (the Capital Contributions made pursuant to this subsection (b), together with any Capital Contributions made pursuant to subsection (c) below, the "*Subsequent Capital Contributions*"). If Stockholder makes the Capital Contributions contemplated by this subsection (b), it shall thereupon become a Member and Schedule A shall be amended accordingly.

(c) Other than (i) the Initial Capital Contributions, (ii) the Capital Contributions provided for by (b) above and the Contribution Agreement and (iii) the Capital Contributions contemplated by the Tax Sharing Agreement to be made by Liberty Media Corporation, the Members shall not be obligated or permitted to make any additional Capital Contributions to the Company without the prior written consent of each Member, except that Liberty Management shall have the right from time to time, but not the obligation, to make Subsequent Capital Contributions in such amount as it may determine up to but not exceeding that amount which would be sufficient, following any payment pursuant to the Tax Sharing Agreement that constitutes a Subsequent Capital Contribution by Liberty Media Corporation, to restore the Percentage Interest of Liberty Management to the Percentage Interest that was in effect prior to the making by Liberty Media Corporation of such Subsequent Capital Contribution. At the time of any Subsequent Capital Contribution, Schedule A shall be revised to reflect such Capital Contributions (and any related change to the Percentage Interests of the Members).

Section 6.2 *Status of Capital Contributions.*

(a) No Member shall receive any interest, salary or drawing with respect to its Capital Contributions or its Capital Account or otherwise in its capacity as a Member, except as otherwise specifically provided in this Agreement with respect to allocations and distributions.

(b) Except as otherwise provided herein and by the Delaware Act, the Members shall be liable only to make their Capital Contributions pursuant to Section 6.1 hereof, and no Member shall be required to lend any funds to the Company or, after a Member's Capital Contributions have been fully paid pursuant to Section 6.1 hereof, to make any additional Capital Contributions to the Company except as provided herein or therein. Other than as provided herein or under the Delaware Act, no Member shall have any personal liability for the payment of any Capital Contribution of any other Member.

Section 6.3 *Capital Accounts*

(a) An individual Capital Account shall be established and maintained for each Member.

(b) The Capital Account of each Member shall be maintained in accordance with the following provisions:

(i) to such Member's Capital Account there shall be credited such Member's Capital Contributions, Profits allocated to such Member under Sections 7.1 and 7.2 hereof and the amount of any Company liabilities that are assumed by such Member or that are secured by any Company assets distributed to such Member;

(ii) from such Member's Capital Account there shall be debited the amount of cash and the Gross Asset Value of any Company assets transferred to such Member in a Distribution pursuant to any provision of this Agreement, Losses allocated to such Member under Sections 7.1 and 7.2 hereof and the amount of any liabilities of such Member that are assumed by the Company (other than liabilities taken into account in determining a Member's Capital Contribution); and

(iii) in determining the amount of any liability for purposes of this subsection (b), there shall be taken into account § 752(c) of the Code and any other applicable provisions of the Code and the Treasury Regulations.

Section 6.4 *Advances.* If any Member shall advance any funds to the Company in excess of its Capital Contributions, the amount of such advance shall neither increase its Capital Account nor entitle it to any increase in its share of the Distributions of the Company. The amount of any such advance shall be a debt obligation of the Company to such Member and shall be repaid to it by the Company with such interest rate, conditions and terms as mutually agreed upon by such Member and the Manager. Any such advance shall be payable and collectible only out of Company assets, and the other Members shall not be personally obligated to repay any part thereof. No Person who makes any loan to the Company shall have or acquire, as a result of making such loan, any direct or indirect interest in the profits, capital or property of the Company, other than as a creditor.

ARTICLE VII
ALLOCATIONS

Section 7.1 *Profits and Losses.*

(a) Subject to the allocation rules of Section 7.2 hereof, Profits for any Fiscal Year shall be allocated among the Members in proportion to their respective Percentage Interests.

(b) Subject to the allocation rules of Section 7.2 hereof, Losses for any Fiscal Year shall be allocated among the Members in proportion to their respective Percentage Interests.

Section 7.2 *Allocation Rules.*

(a) In the event there is a change in the respective Percentage Interests of Members during the year, the Profits (or Losses) allocated to the Members for each Fiscal Year during which there is a change in the respective Percentage Interests of Members during the year shall be allocated among the Members in proportion to the Percentage Interests during such Fiscal Year in accordance with § 706 of the Code, using any convention permitted by law and selected by the Manager.

(b) For purposes of determining the Profits, Losses or any other items allocable to any period, Profits, Losses and any such other items shall be determined on a daily, monthly or other basis, as determined by the Manager using any method that is permissible under § 706 of the Code and the Treasury Regulations thereunder.

(c) Except as otherwise provided in this Agreement, all items of Company income, gain, loss, deduction, credit and any other allocations not otherwise provided for shall be divided among the Members in the same proportions as they share Profits and Losses for the Fiscal Year in question.

(d) The Members are aware of the income tax consequences of the allocations made by this Article VII and hereby agree to be bound by the provisions of this Article VII in reporting their shares of Company income, gain, loss, deduction and credit for income tax purposes.

Section 7.3 *Priority Allocations.* The following allocations shall be made in the following order of priority:

(a) *Minimum Gain Chargeback.* Notwithstanding any other provision of this Section 7.3, if there is a net decrease in Company Minimum Gain during any Fiscal Year, each Member shall be specially allocated items of Company income and gain for such year (and, if necessary, subsequent years) equal to such Member's share of the net decrease in Company Minimum Gain, determined in accordance with Treasury Regulation § 1.704-2(g)(2); *provided* that a Member shall not be subject to this Section 7.3(a) to the extent that an exception is provided by Treasury Regulation § 1.704-2(f)(2)-(5). This Section 7.3(a) is intended to comply with the minimum gain chargeback requirement in Treasury Regulation § 1.704-2(f) and shall be interpreted consistently therewith.

(b) *Member Nonrecourse Liability Minimum Gain Chargeback.* Notwithstanding any other provision of this Section 7.3 except Section 7.3(a), if there is a net decrease in Member Minimum Gain attributable to a Member Nonrecourse Liability during any Fiscal Year, each Member who has a share of the Member Minimum Gain attributable to such Member Nonrecourse Liability (determined in accordance with Treasury Regulation § 1.704-2(i)(5)) as of the beginning of the year shall be specially allocated items of Company income and gain for such year (and, if necessary, subsequent years) equal to such Member's share of the net decrease in Member Minimum Gain attributable to such Member Nonrecourse Liability. A Member's share of the net decrease in Member Minimum Gain shall be determined in accordance with Treasury Regulation § 1.704-2(i)(4); *provided* that a Member shall not be subject to this provision to the extent that an exception is provided by Treasury Regulation § 1.704-2(i)(4). This Section 7.3(b) is intended to comply with the minimum gain chargeback requirement in Treasury Regulation § 1.704-2(i)(4) and shall be interpreted consistently therewith.

(c) *Qualified Income Offset.* In the event any Member unexpectedly receives any adjustments, allocations or distributions described in Treasury Regulation §§ 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5) or 1.704-1(b)(2)(ii)(d)(6) resulting in an Adjusted Capital Account Deficit, items of Company income and gain (consisting of a *pro rata* portion of each item of Company income, including gross income, and gain for the Fiscal Year) shall be specially allocated to each such Member in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulation, the Adjusted Capital Account Deficit of such Member created by such adjustments, allocations or distributions as quickly as possible; *provided* that an allocation pursuant to this Section 7.3(c) shall be made if and only to the extent that such Member would have an Adjusted Capital Account Deficit after all other allocations provided for in this Section 7.3 have been tentatively made as if this Section 7.3(c) were not in this Agreement. This Section 7.3(c) is intended to comply with the qualified income offset requirement in Treasury Regulation § 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

(d) *Gross Income Allocation.* In the event any Member has a deficit Capital Account at the end of any Fiscal Year that is in excess of the sum of (i) the amount such Member is obligated to restore pursuant to the terms of this Agreement or otherwise, and (ii) the amount such Member is deemed to be obligated to restore pursuant to the penultimate sentence of each of Treasury Regulation §§ 1.704-2(g)(1) and 1.704-2(i)(5), each such Member shall be specially allocated items of Company income and gain in the amount of such excess as quickly as possible, provided that an allocation pursuant to this Section 7.3(d) shall be made if and only to the extent that such Member would have a deficit Capital Account in

excess of such sum after all other allocations provided for in this Section 7.3 have been tentatively made as if Section 7.3(c) and this Section 7.3(d) were not in this Agreement.

(e) *Member Nonrecourse Deductions.* If any Member bears the Economic Risk of Loss with respect to a Member Nonrecourse Liability, any Member Nonrecourse Deductions for any Fiscal Year shall be specially allocated to the Member who bears the Economic Risk of Loss with respect to the Member Nonrecourse Liability to which such Member Nonrecourse Deductions are attributable in accordance with Treasury Regulation § 1.704-2(i).

Section 7.4 *Tax Allocations; Section 704(c) of the Code.*

(a) In accordance with § 704(c) of the Code and the Treasury Regulations thereunder, income, gain, loss and deduction with respect to any property contributed to the capital of the Company shall, solely for income tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company for United States federal income tax purposes and its initial Gross Asset Value (computed in accordance with paragraph (a) of the definition of "*Gross Asset Value*" contained in Section 1.1 hereof). Such variation shall be taken into account under the "traditional method" of Treasury Regulation § 1.704-3(b).

(b) In the event the Gross Asset Value of any Company asset is adjusted pursuant to paragraph (b) of the definition of "Gross Asset Value" contained in Section 1.1 hereof, subsequent allocations of income, gain, loss and deduction with respect to such asset shall, solely for income tax purposes, take account of any variation between the adjusted basis of such asset for United States federal income tax purposes and its Gross Asset Value in the same manner as under § 704(c) of the Code and the Treasury Regulations thereunder.

(c) Allocations pursuant to this Section 7.4 are solely for purposes of United States federal, state and local taxes, and shall not affect, or in any way be taken into account in computing, any Member's Capital Account or share of Profits, Losses, other items or distributions pursuant to any provision of this Agreement.

ARTICLE VIII
DISTRIBUTIONS

Section 8.1 *Distributions; Special Distribution.* The Manager may declare and make *pro rata* Distributions of cash and property in accordance with the Members' Percentage Interests; *provided, however,* that the form of consideration shall be the same with respect to each Member (i.e., each Member's distribution will consist of the same proportion of cash and the various distributed properties, if any.)

Section 8.2 *Mandatory Distributions.* Notwithstanding Section 8.1, the Company shall from time to time make Distributions to the Members as follows: (a) within 60 days after the close of each taxable year, to Liberty Management, in an aggregate amount equal to the product of the LLC Taxable Income allocable to Liberty Management for such taxable year multiplied by the Tax Rate, and (b) to Liberty Media Corporation in such amounts and at such times as may be necessary to permit Liberty Media Corporation to meet its obligations under the Tax Sharing Agreement, insofar as such obligations result from the Company's operations. The Manager may, at such time as the Manager selects, make distributions pursuant to this Section 8.2 to maintain parity (according to Percentage Interests) with respect to distributions among the Members; *provided, however* that the Members' cumulative distributions over the life of the Company shall be made proportionate, according to their Percentage Interests, no later than the date of the last distribution in liquidation of the Company.

Section 8.3 *Limitations on Distribution.* Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make any Distribution if such Distribution would violate Section 18-607 of the Delaware Act or other applicable law, but shall instead make such Distribution as soon as practicable after the making of such Distribution would not cause such violation.

ARTICLE IX
BOOKS AND RECORDS

Section 9.1 *Books, Records and Financial Statements.*

(a) The Company shall at all times maintain, at its principal place of business, separate books of account for the Company that shall show a true and accurate record of all costs and expenses incurred, all charges made, all credits made and received and all income derived in connection with the operation of the Company in accordance with GAAP consistently applied, and, to the extent inconsistent therewith, in accordance with this Agreement. Such books of account, together with a copy of this Agreement and the Certificate, shall at all times be maintained at the principal place of business of the Company and shall be open to inspection and examination at reasonable times by each Member and its duly authorized representatives for any purpose reasonably related to such Member's interest in the Company.

(b) The Officers shall prepare and maintain, or cause to be prepared and maintained, the books of account of the Company. The following financial information, prepared in accordance with GAAP (or, in the case of item (v), in accordance with United States federal income tax principles) and applied on a basis consistent with prior periods, which shall be audited and certified to by an independent certified public accountant shall be transmitted by the Company to each Member as soon as reasonably practicable and in no event later than ninety (90) days after the close of each Fiscal Year:

(i) balance sheet of the Company as of the beginning and close of such Fiscal Year;

(ii) statement of profits and losses for such Fiscal Year;

(iii) statement of each Member's Capital Account as of the close of such Fiscal Year, and changes therein during such Fiscal Year;

(iv) statement of the Company's cash flows during such Fiscal Year; and

(v) a statement indicating such Member's share of each item of the Company income, gain, loss, deduction or credit for such Fiscal Year for income tax purposes, which statement shall include or consist of a Schedule K-1 to the Company's Internal Revenue Service Form 1065 (or any corresponding schedule to any successor form) for such Fiscal Year.

(c) Following the end of each of the Company's four fiscal quarters, the Company shall prepare and provide to each Member on a reasonably timely basis in order to permit each Member (and/or the applicable Affiliate(s) thereof) to comply with its public reporting requirements an unaudited balance sheet of the Company with respect to such quarter, a statement of the profits and losses of the Company for such quarter and a statement of cash flows during such quarter, each of which shall be prepared in accordance with GAAP, applied on a basis consistent with prior periods. To the extent that, with respect to the first four fiscal quarters of the Company, the Company cannot provide final financial statements with respect to such fiscal quarter on a reasonably timely basis for a Member to comply with its reporting obligations, the Company shall provide estimates on a reasonably timely basis to permit such compliance.

Section 9.2 *Accounting Method.* For both financial and tax reporting purposes and for purposes of determining Profits and Losses, the books and records of the Company shall be kept on the accrual method of accounting and shall reflect all Company transactions and be appropriate and adequate for the Company's business.

ARTICLE X
TAX MATTERS

Section 10.1 *Tax Matters.*

(a) The "*Tax Matters Partner*" of the Company for purposes of § 6231(a)(7) of the Code shall have the power to manage and control, on behalf of the Company, any administrative proceeding at the Company level with the Internal Revenue Service or any other taxing authority relating to the determination of any item of Company income, gain, loss, deduction or credit for United States federal, state, local or foreign income or franchise tax purposes. The Tax Matters Partner shall take such action as may be reasonably necessary to constitute each other Member a "*notice partner*" within the meaning of § 6231(a)(8) of the Code. The Tax Matters Partner shall cause to be prepared for each taxable year of the Company the federal, state and local tax returns and information returns, if any, which the Company is required to file, copies of which returns shall be made available by the Company at least 30 days prior to filing for inspection, examination, and approval by any Member or any of its representatives during reasonable business hours, and all of such persons shall be entitled to make copies or extracts thereof. The Members shall provide any comments on such returns to the Tax Matters Partner within 15 days after their being made available to the Members. Where the Members are required to file federal, state or local income tax returns by reason of their interest in the Company, the Tax Matters Partner shall cause them to be furnished with the relevant returns filed by the Company. The Tax Matters Partner shall notify each other Member of all material matters that come to its attention in its capacity as Tax Matters Partner. The Tax Matters Partner shall be Liberty Management. The Tax Matters Partner shall not have the authority to bind any of the Members, including with respect to any extension of any statute of limitations.

(b) The Company shall, within ten (10) days of the receipt of any notice from the Internal Revenue Service or any state, local or foreign tax authority in any administrative proceeding at the Company level relating to the determination of any Company item of income, gain, loss, deduction or credit, mail a copy of such notice to each Member.

Section 10.2 *Right to Make Section 754 Election.* The Tax Matters Partner may, in its sole discretion, make or apply for permission with the Commissioner of the Internal Revenue Service to revoke, on behalf of the Company, an election in accordance with § 754 of the Code, so as to adjust the basis of Company property in the case of a distribution of property within the meaning of § 734 of the Code, and in the case of a transfer of a Company interest within the meaning of § 743 of the Code. Each Member shall, upon request of the Company, supply the information necessary to give effect to such an election.

Section 10.3 *Taxation as Partnership.* The Company shall be treated as a partnership for United States federal, state, local and foreign tax purposes and will make any necessary elections to achieve such status.

ARTICLE XI
LIABILITY, EXCULPATION AND INDEMNIFICATION

Section 11.1 *Liability.* Except as otherwise provided by the Delaware Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and no Covered Person or Member shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Covered Person or Member.

Section 11.2 *Exculpation.*

(a) No Covered Person shall be liable to the Company or any other Covered Person for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of authority conferred on

such Covered Person by this Agreement, the Manager or an appropriate Officer or employee of the Company, except that a Covered Person shall be liable for any such loss, damage or claim incurred by reason of such Covered Person's fraud or willful misconduct.

(b) A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any Person as to matters the Covered Person reasonably believed to be within such other Person's professional or expert competence, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, Profits or Losses or any other facts pertinent to the existence and amount of assets from which distributions to Members might properly be paid.

Section 11.3 *Fiduciary Duty.*

(a) To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or to any Member, a Covered Person acting under this Agreement shall not be liable to the Company or to any Member for its good faith acts or omissions in reliance on the provisions of this Agreement. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the parties hereto to replace such other duties and liabilities of such Covered Person.

(b) Whenever in this Agreement a Covered Person is permitted or required to make a decision (a) in its "discretion" or under a grant of similar authority or latitude, the Covered Person shall be entitled to consider such interests and factors as it desires, including its own interests, and shall have no duty or obligation to give any consideration to any interest of or factors affecting the Company or any other Person, or (b) in its "good faith" or under another express standard, the Covered Person shall act under such express standard and shall not be subject to any other or different standard imposed by this Agreement or other applicable law.

Section 11.4 *Indemnification.* To the fullest extent permitted by applicable law, a Covered Person shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of authority conferred on such Covered Person by this Agreement, except that no Covered Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of willful misconduct with respect to such acts, omissions or fraud, *provided, however*, that any indemnity under this Section shall be provided out of and to the extent of Company assets only, and no Covered Person shall have any personal liability on account thereof.

Section 11.5 *Expenses.* To the fullest extent permitted by applicable law, reasonable expenses (including reasonable legal fees) incurred by a Covered Person in defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by the Company of an undertaking by or on behalf of the Covered Person to repay such amount if it shall be determined that the Covered Person is not entitled to be indemnified as authorized in Section 11.4 hereof.

Section 11.6 *Insurance.* The Company may purchase and maintain insurance, to the extent and in such amounts as the Manager shall deem reasonable or appropriate, on behalf of Covered Persons and such other Persons as the Manager shall determine, against any liability that may be asserted against or expenses that may be incurred by any such Person in connection with the activities of the Company or such indemnities, regardless of whether the Company would have the power to indemnify such Person against such liability under the provisions of this Agreement. The Members and the Company may enter into indemnity contracts with Covered Persons and such other Persons as the Manager shall determine and adopt written procedures pursuant to which arrangements are made for the advancement of expenses and the funding of obligations under Section 11.5 hereof and containing such other procedures regarding indemnification as are appropriate.

Section 11.7 *Outside Businesses.* Subject to the requirements of the Firewall Agreement, any Member (including any Member that is the Manager) or Affiliate thereof may engage in or possess an interest in other business ventures of any nature or description, independently or with others, similar or dissimilar to the business of the Company, and the Company and the Members shall have no rights by virtue of this Agreement in and to such independent ventures or the income or profits derived therefrom, and the pursuit of any such venture, even if competitive with the business of the Company, shall not be deemed wrongful or improper. Subject to the requirements of the Firewall Agreement, no Member or Affiliate thereof shall be obligated to present any particular investment opportunity to the Company even if such opportunity is of a character that, if presented to the Company, could be taken by the Company, and any Member or Affiliate thereof shall have the right to take for its own account (individually or as a partner or fiduciary) or to recommend to others any such particular investment opportunity. The provisions of this Section 11.7 shall not in any way limit, modify or amend the terms of any noncompetition, license or employment agreement that may be entered into between the Company and any Member (including the Firewall Agreement), which terms shall be binding on the parties thereto.

Section 11.8 *Third-Party Beneficiaries.* There shall be no third-party beneficiaries of this Agreement.

ARTICLE XII
ADDITIONAL MEMBERS

Section 12.1 *Admission.* Except as provided in Section 2.1(b), Article VI or Section 13.1, the Company may not admit any new Members and may not issue any new Interests.

ARTICLE XIII
ASSIGNMENTS

Section 13.1 *Assignments of Interests Generally.* A Member may not, directly or indirectly, sell, assign, transfer, pledge, hypothecate, mortgage or dispose of, by gift or otherwise, or in any way encumber ("*Assign*" and such act, an "*Assignment*") all or any part of the Interests owned by such Member without the consent of the Company and any attempt to do so shall be void *ab initio* to the maximum extent permitted by law. Any assignment of an Interest permitted under this Section 13.1 shall not be effective until the assignee has been admitted as a Member of the Company which shall be when the assignee has executed a counterpart to this Agreement and is reflected as a Member of the Company on Schedule A hereto.

Section 13.2 *Recognition of Assignment by the Company.* No Assignment of Interests in violation of Section 13.1 shall be valid or effective, and neither the Company nor the Members shall recognize the same for the purpose of making allocations or Distributions. Neither the Company nor the Members shall incur any liability as a result of refusing to make any such allocations or Distributions with respect to assigned Interests in violation of Section 13.1.

ARTICLE XIV
DISSOLUTION, LIQUIDATION AND TERMINATION

Section 14.1 *No Dissolution.* The death, retirement, resignation, expulsion, bankruptcy or dissolution of any Member or the occurrence of any other event that terminates the continued membership of a Member in the Company shall not, in and of itself, cause the dissolution of the Company. In such event, the business of the Company shall be continued by the remaining Member or Members without dissolution. Notwithstanding any other provision of this Agreement, each Member waives any right it might have under Section 18-801(b) of the Delaware Act to agree in writing to dissolve the Company upon the bankruptcy of a Member of the Company or the occurrence of any event that causes a Member to cease to be a Member of the Company. The

bankruptcy (as defined in Sections 18-801(l) and 18-304 of the Delaware Act) of a Member shall not cause a Member to cease to be a member of the Company.

Section 14.2 *Events Causing Dissolution.* The Company shall be dissolved and its affairs shall be wound up upon the occurrence of any of the following events:

(a) the unanimous written consent of the Members;

(b) the entry of a decree of judicial dissolution under Section 18-802 of the Delaware Act;

(c) upon the consummation of the redemption by Parent of all (but not merely substantially all) of the outstanding shares of its Liberty Media Group Common Stock in exchange for the stock of the Liberty Media Group Subsidiary, all as defined in and in accordance with the terms of Paragraph 5(a) of Part B of Article Third of the Parent Charter, or

(d) upon the consummation of the redemption of all (but not merely substantially all) of the outstanding shares of its Liberty Media Group Common Stock pursuant to Paragraph 5(b)(ii)(A) of Part B of Article Third of the Parent Charter.

Section 14.3 *Liquidation.* Upon dissolution of the Company, the Manager shall immediately commence to wind up the Company's affairs; *provided*, however, that a reasonable time shall be allowed for the orderly liquidation of the assets of the Company and the satisfaction of liabilities to creditors so as to enable the Manager to minimize the normal losses attendant upon a liquidation. The Members shall continue to share Profits and Losses during liquidation as specified in Article VII hereof. The proceeds of liquidation shall be distributed in the following order and priority:

(a) to creditors of the Company, including Members and the Manager to the extent they are creditors, to the extent otherwise permitted by law, in satisfaction of the liabilities of the Company (whether by payment or the making of reasonable provision for payment thereof); and

(b) to the Members on a *pro rata* basis in accordance with their respective Percentage Interests, taking into account distributions made or to be made pursuant to Section 8.2, and taking into account adjustments of Percentage Interests throughout the life of the Company, so that the Members receive cumulative distributions that reflect their economic interests in the Company as measured by their respective Capital Contributions and the Profits and Losses allocated to them.

Section 14.4 *Termination.* The Company shall terminate when all of the assets of the Company, after payment, or due provision for all debts, liabilities and obligations, of the Company shall have been distributed to the Members in the manner provided for in this Article XIV and the Certificate shall have been canceled in the manner required by the Delaware Act.

Section 14.5 *Claims of the Members.* The Members and former Members shall look solely to the Company's assets for the return of their Capital Contributions, and if the assets of the Company remaining after payment of or due provision for all debts, liabilities and obligations of the Company are insufficient to return such Capital Contributions, the Members and former Members shall have no recourse against the Company or any other Member.

ARTICLE XV
MISCELLANEOUS

Section 15.1 *Notices.* All notices provided for in this Agreement shall be in writing, duly signed by the party giving such notice, and shall be hand delivered, faxed or mailed by registered or certified mail or overnight courier service, if given to any Member or Manager, to the person and at the address (and, if applicable, fax number) set forth opposite its name on Schedule A attached hereto, or at such other address

(and, if applicable, fax number) as such Member or Manager may hereafter designate by written notice to the Company. All such notices shall be deemed to have been given when received.

Section 15.2 *Formation Expenses.* Each party shall pay its own expenses incurred in connection with the formation of the Company.

Section 15.3 *Failure to Pursue Remedies.* The failure of any party to seek redress for violation of, or to insist upon the strict performance of, any provision of this Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

Section 15.4 *Cumulative Remedies.* The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Section 15.5 *Binding Effect.* This Agreement shall be binding upon and inure to the benefit of all of the parties and, to the extent permitted by this Agreement, their successors, legal representatives and assigns.

Section 15.6 *Interpretation.* All references herein to "Articles," "Sections" and "Paragraphs" shall refer to corresponding provisions of this Agreement. Whenever the words "*include*," "*includes*" or "*including*" are used in this Agreement, they shall be deemed to be followed by the words "*without limitation.*" The words "*hereof*," "*herein*" and "*hereunder*" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. All terms defined in this Agreement shall have the defined meanings when used in any certificate or other document made or delivered pursuant hereto unless otherwise defined therein. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such term. Any agreement, instrument or statute defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement, instrument or statute as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent in writing and (in the case of statutes) by succession of comparable successor statutes and references to all attachments thereto and instruments incorporated therein. References to a Person are also to its permitted successors and assigns.

Section 15.7 *Severability.* Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal, invalid or unenforceable for any reason whatsoever, that term or provision will be enforced to the maximum extent permissible so as to effect the intent of the parties, and such illegality, invalidity or unenforceability shall not affect the validity or legality of the remainder of this Agreement. If necessary to effect the intent of the parties, the Members will negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language which as closely as possible reflects such intent.

Section 15.8 *Counterparts.* This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one instrument.

Section 15.9 *Governing Law.* This Agreement and the rights of the parties hereunder shall be interpreted in accordance with the laws of the State of Delaware, and all rights and remedies shall be governed by such laws without regard to principles of conflict of laws.

Section 15.10 *Binding Agreement; Intended Beneficiaries.* Notwithstanding any other provision of this Agreement, the Members agree that this Agreement constitutes a legal, valid and binding agreement of the Members, and is enforceable against the Members by the Manager, in accordance with its terms. In addition, the Members agree that the Manager is an intended beneficiary of this Agreement.

Section 15.11 *Waiver of Jury Trial.* Each party hereto waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any action, suit or proceeding arising out of or relating to this Agreement.

ARTICLE XVI
AMENDMENTS

Section 16.1 *Amendments.* Any amendment to this Agreement shall be adopted and be effective as an amendment hereto if approved by the unanimous vote of the Members and the Manager.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above stated.

MEMBERS:

LIBERTY MEDIA CORPORATION

By: _____
Name:
Title:

LIBERTY MANAGEMENT LLC

By: _____
Name:
Title:

LIBERTY VENTURES LLC

By: _____
Name:
Title:

SCHEDULE A

MEMBERS

Name and Address for Notices	Agreed Value of Initial Capital Contribution	Initial Percentage Interests
Liberty Media Corporation	[$]	99.9%
Liberty Management LLC	[$]	0.1%
Total		100%

EXHIBIT 2.06

Exhibit 2.06

Intercompany Agreement Principles

1. Preferred Vendor Status

Liberty Media Corporation ("LMC") will be granted preferred vendor status with respect to access, timing and placement of new programming services. This means that AT&T will use its reasonable efforts to provide digital basic distribution of new services created by LMC and its affiliates, on mutual MFN terms and conditions and otherwise consistent with industry practices, subject to the programming meeting standards which are consistent with the type, quality and character of AT&T's cable services as they may evolve over time.

2. Documentation Clean-Up

Prior to closing, the Company and LMC (including its programming affiliates) will document pending agreements for the following services: New Odyssey, Telemundo, TCI Music, Spanish Plex, Prevue Interactive Guide, Court TV, Sports.

3. Presumption of Renewal

AT&T will agree to extend any existing affiliation agreement of LMC and its affiliates that expires in the first five years following closing to a date of not less than 10 years following closing, provided that MFN terms are offered and the arrangements are consistent with industry practice.

4. *Interactive Video Services*

AT&T will enter into arrangements with LMC for Interactive Video Services under one of the two arrangements described below.

(a) Pursuant to a 5-year arrangement, renewable for an additional 4-year period on then-current MFN terms, AT&T will make available to LMC capacity equal to one 6 megahertz channel (in digital form and including interactive enablement, first screen access and hot links to relevant web sites*—all to the extent implemented by AT&T cable systems) to be used for interactive, category specific video channels that will provide entertainment, information and merchandising programming. Nothing herein shall compel AT&T to disrupt other programming or other channel arrangements. The suite of services will be accessible through advanced set-top boxes deployed by AT&T except that, unless specifically addressed in a mutually acceptable manner, AT&T shall have no obligation to deploy set-top boxes of a type, design or cost materially different from that it would otherwise have deployed. The content categories may include, among others, music, travel, health, sports, books, personal finance, automotive, home video sales and games.

(b) Alternatively, at AT&T's election, AT&T may enter into one or more mutually agreeable ventures with LMC for the interactive video services described in the first sentence of (a) above. Such ventures would be structured as 50/50 ventures for a reasonable commercial term and provide that AT&T and LMC will not provide interactive services in the category(s) of interactive video services provided through the ventures for the duration of such term other than the joint venture services in the applicable categories. When the distribution of such interactive video services occurs through a venture arrangement, AT&T will share in the revenue and expense of the provision of such interactive services pro rata to its ownership interest in lieu of the commercial arrangements described in paragraph (a) above. At the third anniversary of the formation of any such venture, AT&T may call the ownership interest of LMC in such venture at fair market value; the parties will endeavor to make such transaction, if any, tax efficient to LMC.

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* Nothing herein shall compel AT&T to provide interactive applications or video services or access thereto, direct or indirect, to competitors of AT&T in its principal business.

EXHIBIT 2.07

Exhibit 2.07

Certain Terms of Inter-Group Relationship

1. The AT&T Common Stock Group, on the one hand, and the New Liberty Media Group, on the other hand, will have no obligations or responsibilities to one another to provide financial support, to offer corporate opportunities or otherwise to assist one another, except as set forth in any intercompany agreements between one or more members of the New Liberty Media Group and one or more members of the AT&T Common Stock Group (the "*Intercompany Agreements*"). As used herein, prior to the Effective Time, the term "AT&T Common Stock Group" shall be deemed to mean the TCI Group and the term "New Liberty Media Group" shall be deemed to mean the Liberty/Ventures Group. Without limiting the generality of the foregoing, neither the AT&T Common Stock Group nor the New Liberty Media Group will have any rights to any trade names, trademarks, service marks or other intellectual property rights of the other Group, except as expressly set forth in any Intercompany Agreement entered into in accordance with the terms of the Merger Agreement (including the schedules and exhibits thereto). Prior to the Effective Time, the New Liberty Media Group and the AT&T Common Stock Group will not enter into any Intercompany Agreement that is prohibited pursuant to the terms of the Merger Agreement.

2. Neither the New Liberty Media Group nor the AT&T Common Stock Group will incur any debt or other obligation (including any preferred equity obligation) that has or purports to have recourse to any member, or to the assets of any member, of the other Group. Except for Intercompany Agreements, no member of the New Liberty Media Group or the AT&T Common Stock Group will enter into any agreement, or incur any other liability or obligation, that binds or purports to bind or impose any liabilities or obligation on any member of the other Group. AT&T will not create, authorize or issue any preferred stock of AT&T attributed to the New Liberty Media Group without the consent of the New Liberty Media Group.

3. In addition to the foregoing, the New Liberty Media Group will not incur any debt (other than the refinancing of debt without any increase in the amount thereof) that would cause the total indebtedness of the New Liberty Media Group at any time to be in excess of 25% of the total market capitalization of the New Liberty Media Group Tracking Shares, if such excess debt would adversely affect the credit rating of AT&T (or with respect to any such excess debt incurred prior to the Effective Time, would adversely affect the credit rating of AT&T after giving effect to the Merger). Prior to incurring any debt such that its total debt would be in excess of such amount, the New Liberty Media Group will consult with AT&T and, if requested by AT&T, with one or more nationally recognized credit rating agencies, to determine if such debt would adversely affect the credit rating of AT&T.

4. The New Liberty Media Group, on the one hand, and the AT&T Common Stock Group, on the other hand, will be responsible for all claims, obligations, liabilities and costs arising from such Group's operations and businesses, including without limitation, (a) all obligations to such Group's employees, (b) all liabilities relating to actions taken by such Group's officers and employees, and (c) all liabilities relating to information publicly disclosed by such Group or information provided by such Group for inclusion in any such public disclosure, whether arising before, on or after the Closing Date. Without limiting the generality of the foregoing, the New Liberty Media Group will be responsible for any claims relating to (i) the transfer of assets between the New Liberty Media Group and the TCI Ventures Group, (ii) the exchange of TCI Ventures Tracking Shares for Liberty Media Tracking Shares (or, if applicable, the relative Liberty Media Exchange Ratios and TCI Ventures Exchange Ratios), and (iii) the amended and restated certificate of incorporation and bylaws of Liberty Media Corporation, the Liberty Media Group LLC and any agreements between the Liberty Media Group LLC and any member of the New Liberty Media Group. The TCI Group will be responsible for TCI's legal, financial advisory and accounting fees and printing expenses, in each case incurred in connection with the Merger Agreement and the Merger. Each of the New Liberty Media Group and the AT&T Common Stock Group will indemnify the other Group, and hold the other Group, harmless against all claims, liabilities, losses and expenses, including attorneys' fees, allocated to the indemnifying Group pursuant to the foregoing.

5. The AT&T Common Stock Group will not allocate general overhead expenses to the New Liberty Media Group except to the extent that the New Liberty Media Group receives specific services pursuant to services agreements or similar arrangements between the AT&T Common Stock Group and the New Liberty Media Group and except for an allocable share of AT&T's annual audits. The AT&T Common Stock Group and the New Liberty Media Group will cooperate with each other with respect to common functions such as tax reporting and financial reporting. The New Liberty Media Group will use the independent accountants used by the AT&T Common Stock Group.

6. Liberty Media Corporation may issue additional shares of common stock and may authorize and issue shares of one or more series of preferred stock, in any such case only if, after giving effect to such issuance, Liberty Media Corporation would remain a Qualifying Subsidiary (as defined in the AT&T Charter Amendment). The proceeds of any issuance of New Liberty Media Group Tracking Shares shall be contributed to Liberty Media Corporation.

7. Following the Effective Time, to the extent not already accomplished pursuant to Section 2.1(d) of the Merger Agreement, the New Liberty Media Group and the AT&T Common Stock Group will continue to make such transfers of assets and businesses, and assumptions of liabilities, if any, as may be necessary in order to cause the representations and warranties set forth in Section 5.17 of the Merger Agreement to be true and correct in all material respects.

8. In the event that the holders of any Company Preferred Stock validly exercise appraisal rights under the DGCL, the New Liberty Media Group shall be entitled to control all matters relating to, and shall be responsible for, Series C-Liberty Media Group Preferred Stock and Series H Preferred Stock and the TCI Group shall be entitled to control all matters relating to, and shall be responsible for, Series C-TCI Group Preferred Stock and Series G Preferred Stock.

9. In the event that AT&T redeems the outstanding New Liberty Media Group Tracking Shares pursuant to Section 5(a) of the AT&T Charter Amendment, (a) the provisions of the certificate of incorporation and by-laws or other organizational or constituent instruments of Liberty Media Corporation (or any other member of the New Liberty Media Group) will no longer contain any provisions relating to the election of directors (including without limitation provisions relating to the term and removal of directors) or relating to any other matter which could reasonably be expected to impair the ability of a third party to seek control of such entity that are more restrictive than any provision contained in the certificate of incorporation and by-laws of the Company as of the date hereof, (b) no "Triggering Event" (as defined in the Contribution Agreement) shall thereafter occur, and (c) in the event that a Triggering Event has occurred, the Liberty Media Group LLC will be automatically dissolved. The New Liberty Media Group will not permit any of the organizational or constituent instruments or agreements of any such entities to include any provision that would be inconsistent with the foregoing. The parties will enter into such agreements and other arrangements (or add provisions to constituent instruments) as is necessary to give effect to the foregoing.

10. In the event of any redemption of any shares of New Liberty Media Group Tracking Shares in exchange for any shares of any class of capital stock of any subsidiary or subsidiaries of AT&T (each, a "Liberty Co"), including without limitation, any such redemption pursuant to Section 5(a) of the AT&T Charter Amendment, then prior to any such transaction, the New Liberty Media Group shall take such action as is necessary to cause each such Liberty Co to enter into an agreement providing that in the event that any holder of any of the convertible notes referred to in Note 9(c) of TCI's consolidated audited financial statements for the year ended December 31, 1997 (the "Convertible Notes"), convert all or part of such Convertible Notes, each such Liberty Co shall deliver any consideration required to be paid in respect of its capital stock in accordance with the terms of the Convertible Notes to the holders of the Convertible Notes upon conversion thereof. With reference to a redemption pursuant to paragraph 5(a) of the AT&T Charter Amendment, if there is any direct or indirect tax liability to AT&T or any other obligor of the Convertible Notes arising from the performance by any such Liberty Co of its obligations in connection with the preceding sentence and this sentence, such tax liability will be borne 40% by the New Liberty Media Group and 60% by AT&T.

11. The New Liberty Media Group will have the sole and exclusive and irrevocable power to direct the disposition of the Sprint PCS Investment, and following any such disposition, shall have the sole rights to direct the application of the proceeds of such disposition; *provided* that the rights of the New Liberty Media Group under this paragraph will be subject to any obligations incurred pursuant to Section 7.5(b) of the Merger Agreement, and the New Liberty Media Group shall assume all of TCI's obligations thereunder and under any commitments, undertakings or arrangements made by TCI pursuant thereto.

12. Parent will prepare and include in its filing with the Securities and Exchange Commission under the Exchange Act combined financial statements of the New Liberty Media Group (for so long as the New Liberty Media Group Tracking Shares are outstanding). The combined financial statements of the New Liberty Media Group will reflect the combined financial position, results of operations and cash flows of the businesses attributed to the New Liberty Media Group, and in the case of annual financial statements shall be audited.

13. AT&T will not, and will not permit any member of the AT&T Common Stock Group to, directly or indirectly, (a) sell, transfer, dispose of or otherwise convey (whether by merger, consolidation, sale or contribution of assets or stock, or otherwise, (b) issue any indebtedness secured by or pledge or grant a lien, security interest or other encumbrance on, or (c) create any derivative instrument whose value is based on, any equity interest, direct or indirect, of AT&T in Liberty Media Corporation or the Liberty Media Group LLC; provided, *however*, that the foregoing shall not apply to (i) any of the foregoing approved (x) by a majority of the members of the Board of Directors of Liberty Media Corporation prior to the occurrence of a Triggering Event (as defined in the Contribution Agreement) or (y) by Liberty Management LLC, after the occurrence of a Triggering Event, (ii) any issuance or sale by AT&T of any of its own securities (other than indebtedness secured by any equity interest, direct or indirect, of AT&T in Liberty Media Corporation or the Liberty Media Group LLC and other than any derivative instrument whose value is based on any equity interest direct or indirect of AT&T in Liberty Media Corporation or the Liberty Media Group LLC), or (iii) any merger, consolidation, exchange of shares or other business combination transaction involving AT&T in which AT&T (or its successors) continues immediately following such transaction to hold the same interest in the business, assets and liabilities comprising the New Liberty Media Group that it held immediately prior to such transaction (other than as a result of any action by Liberty Media Corporation or any other Person included in the New Liberty Media Group).

EXHIBIT 2.08

Exhibit 2.08

AMENDED AND RESTATED AGREEMENT

AGREEMENT, dated as of June 23, 1998, and amended and restated as of October 9, 1998, by and among AT&T Corp., a New York corporation ("Parent"), on the one hand, and Dr. John C. Malone, a resident of Colorado, individually and in any Representative Capacity (as defined in Schedule I to this Agreement) ("JM"), and Leslie Malone, a resident of Colorado, individually and in any Representative Capacity ("LM," and together with JM, the "Stockholders"), on the other hand.

WHEREAS, concurrently herewith, Parent, Italy Merger Corp., a Delaware corporation and a wholly owned subsidiary of Parent ("Merger Sub"), and Tele-Communications, Inc., a Delaware corporation (the "Company"), are entering into an Agreement and Plan of Restructuring and Merger (as amended or supplemented from time to time, the "Merger Agreement"; capitalized terms used without definition herein having the meanings ascribed thereto in the Merger Agreement);

WHEREAS, as of February 9, 1998, the Stockholders own and/or have the power to vote, as applicable, the number and type of Shares (as defined below) set forth in Schedule I hereto;

WHEREAS, the Board of Directors of the Company has, prior to the execution of this Agreement, duly and validly approved and adopted the Merger Agreement and approved this Agreement, and such approval and adoption have not been withdrawn;

WHEREAS, approval of the Merger Agreement by the Company's stockholders is a condition to the consummation of the Merger; and

WHEREAS, as a condition to its entering into the Merger Agreement, Parent has required that each Stockholder agree, and each Stockholder has agreed, to enter into this Agreement;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth herein, the parties hereto agree as follows:

Section 1. Agreement to Vote. (a) Provided that Parent has not breached or violated Section 4(b) hereof, each Stockholder hereby agrees to attend the Stockholders Meeting of the Company (or any other meeting of stockholders of the Company at which the matters contemplated by the Merger Agreement or this Agreement are to be presented to a vote of stockholders of the Company), in person or by proxy, and to vote (or cause to be voted) all Shares and any other voting securities of the Company (including any such securities acquired hereafter but excluding any Shares or other securities the Stockholder has the right to acquire but has not acquired) that such Stockholder directly or indirectly owns or has the right to vote or direct the voting (collectively, the "Covered Shares"), for approval and adoption of the Merger Agreement, the Merger and any related action reasonably required in furtherance thereof, such agreement to vote to apply also to any adjournment or adjournments or postponement or postponements of the Stockholders Meeting of the Company (or any such other meeting). Each Stockholder hereby further agrees that until the Termination Date (as defined below), he or she shall, from time to time, in connection with any consent solicitation relating to the Merger Agreement, timely execute and deliver (or cause to be timely executed and delivered) a written consent with respect to any Covered Shares in favor of the approval and adoption of the Merger Agreement, the Merger and any action required in furtherance thereof.

(b) From and after the date hereof until the Termination Date, each Stockholder hereby agrees to vote (or cause to be voted) any Covered Shares against any Takeover Proposal and any related action reasonably required in furtherance thereof, at any meeting of stockholders of the Company (including any adjournments or postponements thereof) called to consider and vote on any Takeover Proposal. Each Stockholder further agrees that, until the Termination Date, in connection with any consent solicitation relating to a Takeover Proposal,

such Stockholder will timely execute and deliver (or cause to be timely executed and delivered) a written consent with respect to any Covered Shares against any Takeover Proposal as contemplated by the immediately preceding sentence. For purposes hereof, the term "Termination Date" shall mean the first to occur of (a) the 9 month anniversary of the date of termination of the Merger Agreement, (b) the date of consummation of the Merger and (c) the date of any breach or violation of Section 4(b) by Parent; provided, however, that in the event that the Merger Agreement is terminated after the Parent Charter Amendment and the issuance of Parent Shares in the Merger has been submitted to the vote of the stockholders of Parent at the Parent Stockholders Meeting and not approved and adopted by the requisite holders of Parent Common Shares at such meeting, or if the Merger Agreement is terminated as a result of the failure of the Merger to be consummated because of the failure of the condition in Section 8.1(b) or Section 8.2(e) to be satisfied, the Termination Date shall be the date of termination of the Merger Agreement.

(c) To the extent inconsistent with the foregoing provisions of this Section 1, each Stockholder hereby revokes any and all previous proxies with respect to such Stockholder's Covered Shares; provided, however, that the foregoing shall not be deemed to affect the rights of the Magness Group (as defined in the Stockholders Agreement (as defined below)) under that certain Stockholders Agreement, dated as of February 9, 1998, by and among the Company, the Stockholders and the members of the Magness Group parties thereto (the "Stockholders Agreement"), it being agreed that JM shall assert his right under such agreement to vote Covered Shares held by the Magness Group in accordance with this Agreement.

(d) Subject to Section 5(b), each Stockholder agrees to, and to cause its affiliates to, cooperate reasonably with Parent and the Company in connection with the Merger Agreement and the consummation of the transactions contemplated thereby.

(e) Nothing herein contained shall (i) restrict, limit or prohibit JM from exercising (in his capacity as a director or officer) his fiduciary duties to the stockholders of the Company under applicable Law, or (ii) require JM, in his capacity as an officer of the Company, to take any action in contravention of, or omit to take any action pursuant to, or otherwise take or refrain from taking any actions which are inconsistent with, instructions or directions of the Board of Directors of the Company undertaken in the exercise of its fiduciary duties, provided that nothing in this Section 1(e) shall relieve or be deemed to relieve JM from his obligations under Sections 1 or 2 of this Agreement.

Section 2. Disposition of Shares. From and after the date hereof until the Termination Date, each Stockholder hereby agrees that such Stockholder will not directly or indirectly sell, pledge, encumber, grant any proxy or enter into any voting or similar agreement with respect to, transfer or otherwise dispose of (collectively, "Transfer"), or agree or contract to Transfer, any Covered Shares (or any interest therein) with respect to which a Stockholder directly or indirectly controls the right to Transfer; provided, however, that (i) JM shall be entitled to sell (directly or indirectly) (x) from the date hereof until the date of termination of the Merger Agreement, up to an aggregate of 2,000,000 Shares, and (y) from the date of termination of the Merger Agreement to the Termination Date, up to an aggregate of an additional 3,000,000 Shares, and (ii) JM shall be entitled to pledge and encumber Shares as provided in Exhibit A.

Section 3. Securities Act Covenants and Representations. Each Stockholder hereby agrees and represents to Parent as follows:

(a) Such Stockholder has been advised that the offering, sale and delivery of Parent Common Shares and Parent VP Tracking Shares pursuant to the Merger will be registered under the Securities Act on a Registration Statement on Form S-4. Such Stockholder has also been advised, however, that to the extent such Stockholder is considered an "affiliate" of the Company at the time the Merger Agreement is submitted for a vote of the stockholders of the Company, any public offering or sale by such Stockholder of any Parent Common Shares or Parent VP Tracking Shares received by such Stockholder in the Merger will, under current law, require either (i) the further registration under the Securities Act of any Parent Common Shares or Parent VP Tracking Shares to be sold by such Stockholder, (ii) compliance with

Rule 145 promulgated by the SEC under the Securities Act or (iii) the availability of another exemption from such registration under the Securities Act. Such Stockholder agrees to execute and deliver an Affiliate Letter as contemplated by the Merger Agreement.

(b) Such Stockholder has read this Agreement and the Merger Agreement and has discussed their requirements and other applicable limitations upon such Stockholder's ability to sell, transfer or otherwise dispose of Parent Common Shares or Parent VP Tracking Shares, to the extent such Stockholder believed necessary, with such Stockholder's counsel or counsel for the Company.

(c) Such Stockholder also understands that stop transfer instructions will be given to Parent's transfer agents with respect to Parent Common Shares and Parent VP Tracking Shares and that a legend will be placed on the certificates for the Parent Common Shares and Parent VP Tracking Shares issued to such Stockholder, or any substitutions therefor, to the extent such Stockholder is considered an "affiliate" of the Company at the time the Merger Agreement is submitted for a vote of the stockholders of the Company.

Section 4. Other Covenants and Agreements.

(a) Further Assurances. Each party shall execute and deliver such additional instruments and other documents and shall take such further actions as may be reasonably necessary or appropriate to effectuate, carry out and comply with all of their obligations under this Agreement. Without limiting the generality of the foregoing, none of the parties hereto shall enter into any agreement or arrangement (or alter, amend or terminate any existing agreement or arrangement) or take any other action (or fail to take any other action) if such action (or failure) would materially impair the ability of any party to effectuate, carry out or comply with all the terms of this Agreement. Parent agrees to cooperate with each Stockholder in connection with any filings required to be made by such Stockholder in connection with the Merger and the transactions contemplated thereby.

(b) Parent shall not require, nor shall any provision of this Agreement be deemed to require, any Stockholder to agree in his or her capacity as a stockholder, and shall not agree on behalf of any Stockholder in such Stockholder's capacity as a stockholder, to the inclusion in any Authorization required in connection with the Merger or the other transactions contemplated by the Merger Agreement of any restriction on any Stockholder's exercise and enjoyment in his and her capacity as a stockholder of full rights of ownership of Parent Shares to be acquired in the Merger (including, without limitation, the voting rights related thereto); provided however that the foregoing shall not limit or reduce any of the obligations of the Company pursuant to the Merger Agreement or otherwise alter the rights and obligations of the parties pursuant to the Merger Agreement or apply to any matters set forth in the Merger Agreement relating to the Company or any of its Subsidiaries or their respective assets, businesses or properties.

Section 5. Representations and Warranties of Parent. Parent represents and warrants, severally and not jointly, to each Stockholder as follows: Each of this Agreement and the Merger Agreement has been approved by the Board of Directors of Parent, and the Merger Agreement has been approved by the Board of Directors of Merger Sub and by Parent as the sole stockholder of Merger Sub, in each case representing all necessary corporate action on the part of Parent and Merger Sub, except for the approval of Parent's stockholders contemplated by the Merger Agreement. Each of this Agreement and the Merger Agreement has been duly executed and delivered by a duly authorized officer of Parent and, in the case of the Merger Agreement, Merger Sub. Each of this Agreement and the Merger Agreement constitutes a valid and binding agreement of Parent and, in the case of the Merger Agreement, Merger Sub, enforceable against Parent and, in the case of the Merger Agreement, Merger Sub.

Section 6. Representations and Warranties of the Stockholders. (a) Each Stockholder represents and warrants to Parent as follows: Such Stockholder has the power and authority to execute and deliver this Agreement. This Agreement has been duly executed and delivered by such Stockholder. This Agreement constitutes the valid and binding agreement of such Stockholder. Except as provided in Exhibit A, such

Stockholder has the full power and authority to vote, or execute a consent, with respect to, all Covered Shares as contemplated hereby. The securities of the Company listed next to the name of such Stockholder on Part A of Schedule I hereto are the only securities of the Company owned by such Stockholder and over which such Stockholder has the power to vote (or direct the voting), the securities of the Company listed next to the name of such Stockholder on Part B of Schedule I hereto are the only securities of the Company owned by such Stockholder over which such Stockholder does not have the power to vote (or direct the voting), and the securities of the Company listed next to the name of such Stockholder on Part C of Schedule I hereto are the only securities of the Company not owned by Stockholder but over which such Stockholder has the power to vote (collectively, the "Shares").

(b) Except as provided in Exhibit A, each Stockholder is the lawful owner of the Shares listed on Parts A and B of Schedule I as owned by it, free and clear of all liens, charges, encumbrances and commitments of every kind, other than this Agreement, and each Stockholder has the power to vote (including by an irrevocable power to vote or execute a consent) the Shares listed on Parts A and C of Schedule I. The execution and delivery by such Stockholder of this Agreement does not violate or breach any law, contract, instrument, agreement or arrangement to which such Stockholder is a party or by which such Stockholder is bound. Since February 9, 1998 through the date hereof, the Stockholders' have not sold more than 500,000 Shares in the aggregate.

Section 7. Effectiveness. It is a condition precedent to the effectiveness of this Agreement that the Merger Agreement shall have been duly adopted and approved and executed and delivered by the parties thereto, but the termination of the Merger Agreement shall not impair the effectiveness of this Agreement except to the extent expressly set forth herein. No action by the Company pursuant to Section 7.2 of the Merger Agreement (or any other provision of the Merger Agreement) other than actions that give rise to a Termination Date shall relieve or be deemed to relieve the Stockholders from their obligations under this Agreement.

Section 8. Miscellaneous.

(a) Notices, Etc. All notices, requests, demands or other communications required by or otherwise with respect to this Agreement shall be in writing and shall be deemed to have been duly given to any party when delivered personally (by courier service or otherwise), when delivered by telecopy and confirmed by return telecopy, or one day after being mailed by courier service that guarantees overnight delivery, in each case to the applicable addresses set forth below:

If to Parent:

AT&T Corp.
295 North Maple Avenue
Basking Ridge, New Jersey 07920
Attn: Vice President-Law and Corporate Secretary
Telecopy: (908) 221-6618

with a copy to:

Richard D. Katcher, Esq.
Steven A. Rosenblum, Esq.
Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, New York 10019
Telecopy: (212) 403-2000

If to the Stockholders:

John C. Malone
Tele-Communications, Inc.
5619 DTC Parkway
Englewood, Colorado 80111

with a copy to:

Baker & Botts
599 Lexington Avenue
New York, NY 10022
Attn: Frederick H. McGrath
Telecopy: (212) 705-5125

or to such other address as such party shall have designated by notice so given to each other party.

(b) Amendments, Waivers, Etc. This Agreement may not be amended, changed, supplemented, waived or otherwise modified or terminated except by an instrument in writing signed by Parent and each Stockholder.

(c) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the parties and their respective successors and assigns, including without limitation in the case of Parent any corporate successor by merger or otherwise, and in the case of a Stockholder any trustee, executor, heir, legatee or personal representative succeeding to the ownership of (or power to vote) such Stockholder's Covered Shares or other securities subject to this Agreement (including as a result of the death, disability or incapacity of a Stockholder).

(d) Entire Agreement. This Agreement (together with the Merger Agreement) embodies the entire agreement and understanding among the parties relating to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter. There are no representations, warranties or covenants by the parties hereto relating to such subject matter other than those expressly set forth in this Agreement and the Merger Agreement.

(e) Severability. If any term of this Agreement or the application thereof to any party or circumstance shall be held invalid or unenforceable to any extent, the remainder of this Agreement and the application of such term to the other parties or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by applicable law, provided that in such event the parties shall negotiate in good faith in an attempt to agree to another provision (in lieu of the term or application held to be invalid or unenforceable) that will be valid and enforceable and will carry out the parties' intentions hereunder.

(f) Specific Performance. The parties acknowledge that money damages are not an adequate remedy for violations of this Agreement and that any party may, in its sole discretion, apply to a court of competent jurisdiction for specific performance or injunctive or such other relief as such court may deem just and proper in order to enforce this Agreement or prevent any violation hereof and, to the extent permitted by applicable law, each party waives any objection to the imposition of such relief.

(g) Remedies Cumulative. All rights, powers and remedies provided under this Agreement or otherwise available in respect hereof at law or in equity shall be cumulative and not alternative, and the exercise or beginning of the exercise of any thereof by any party shall not preclude the simultaneous or later exercise of any other such right, power or remedy by such party.

(h) No Waiver. The failure of any party hereto to exercise any right, power or remedy provided under this Agreement or otherwise available in respect hereof at law or in equity, or to insist upon compliance by any other party hereto with its obligations hereunder, and any custom or practice of the parties at variance with the

terms hereof, shall not constitute a waiver by such party of his or her right to exercise any such or other right, power or remedy or to demand such compliance.

(i) No Third Party Beneficiaries; Severability. This Agreement is not intended to be for the benefit of and shall not be enforceable by any person or entity who or which is not a party hereto. The obligations of each Stockholder hereunder are several and not joint and neither Stockholder shall be liable for the actions of the other Stockholder.

(j) Jurisdiction. Each party hereby irrevocably submits to the exclusive jurisdiction of the Court of Chancery in the State of Delaware or the United States District Court for the Southern District of New York or any court of the State of New York located in the City of New York in any action, suit or proceeding arising in connection with this Agreement, and agrees that any such action, suit or proceeding shall be brought only in such court (and waives any objection based on forum non conveniens or any other objection to venue therein); provided, however, that such consent to jurisdiction is solely for the purpose referred to in this paragraph (j) and shall not be deemed to be a general submission to the jurisdiction of said Courts or in the States of Delaware or New York other than for such purposes. Each party hereto hereby waives any right to a trial by jury in connection with any such action, suit or proceeding.

(k) Governing Law. This Agreement and all disputes hereunder shall be governed by and construed and enforced in accordance with the General Corporation Law of the State of Delaware to the fullest extent possible.

(l) Name, Captions, Gender. The name assigned this Agreement and the section captions used herein are for convenience of reference only and shall not affect the interpretation or construction hereof. Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine or neuter forms.

(m) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one instrument. Each counterpart may consist of a number of copies each signed by less than all, but together signed by all, the parties hereto.

(n) Expenses. Parent and each Stockholder shall bear its, his or her own expenses incurred in connection with this Agreement and the transactions contemplated hereby.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

AT&T CORP.

By: /s/ DANIEL E. SOMERS
Name: Daniel E. Somers
Title: Senior Executive Vice President

/s/ JOHN C. MALONE
John C. Malone

/s/ LESLIE MALONE
Leslie Malone

Schedule I

Share Ownership[1]

As of February 9, 1998

Part A—Shares Owned and Voted

Name of Stockholder	Class B Preferred	TCI Group Class A Shares	TCI Group Class B Shares	Liberty Media Group Class A Shares	Liberty Media Group Class B Shares	TCI Ventures Group Class A Shares	TCI Ventures Group Class B Shares
JM	266,700	146	21,186,999	81	12,501,217	-0-	21,241,254
LM	6,900	-0-	784,892	12,726	439,875	-0-	793,240
Total	273,600	146	21,971,891	12,807	12,941,092	-0-	22,034,494

Part B—Shares Owned but not Voted

Name of Stockholder	Class B Preferred	TCI Group Class A Shares	TCI Group Class B Shares	Liberty Media Group Class A Shares	Liberty Media Group Class B Shares	TCI Ventures Group Class A Shares	TCI Ventures Group Class B Shares
JM	-0-	-0-	-0-	-0-	-0-	-0-	-0-
LM	-0-	-0-	-0-	-0-	-0-	-0-	-0-
Total	-0-	-0-	-0-	-0-	-0-	-0-	-0-

Part C—Shares Voted but not Owned

Name of Stockholder	Class B Preferred	TCI Group Class A Shares	TCI Group Class B Shares	Liberty Media Group Class A Shares	Liberty Media Group Class B Shares	TCI Ventures Group Class A Shares	TCI Ventures Group Class B Shares
JM	-0-	-0-	18,204,656	-0-	14,292,719	-0-	20,405,394
LM	-0-	-0-	-0-	-0-	-0-	-0-	-0-
Total	-0-	-0-	18,204,656	-0-	14,292,719	-0-	20,405,394

[1] Includes shares to the extent beneficially owned by such Stockholder in a Representative Capacity. For purposes of this Agreement, "Representative Capacity" means as proxy, an executor or administrator of any estate, a trustee of any trust or in any other fiduciary or representative capacity (other than as trustee or administrator of any employee benefit plan) if such Person, in such capacity, directly or indirectly possesses the power to vote or dispose or direct the voting of any Shares.

JM may, at any time and from time to time, pledge up to an aggregate of 30 million Shares to banks or other financial institutions to secure indebtedness. Such pledges and loans are or will be on customary terms and conditions and do not and will not interfere with the ability of JM to vote or otherwise comply with his obligations hereunder in any material respect except as set forth in the following sentence. Such pledges and loans, with respect to up to an aggregate of 22 million Shares, may contain terms that permit the banks or other financial institutions, in the event of a default, to sell the pledged Shares free and clear of any obligations or restrictions under this Voting Agreement and, in the event of such a sale, the parties agree that the obligations and restrictions set forth in this Voting Agreement shall not apply to such Shares; provided, that the terms of any such pledge or loan shall require the applicable banks or financial institutions to convert any Series B Shares to Series A Shares prior to any such sale; and provided, further, that in the event that any such pledge or loan contains such provisions, JM shall use his best efforts to avoid and prevent the occurrence of any default under such pledge or loan.

The shares of Series B TCI Group Common Stock, Series B Liberty Media Group Common Stock and Series B TCI Ventures Group Common Stock owned by the Stockholders are subject to the provisions of a call agreement, dated as of February 9, 1998, among the Stockholders and TCI.

EXHIBIT 5.01

Exhibit 5.01

January 7, 1999

AT&T Corp.
32 Avenue of the Americas
New York, New York 10013

Dear Sirs:

With reference to the registration statement on Form S-4 (the "Registration Statement") that AT&T Corp. (the "Company") proposes to file with the Securities and Exchange Commission under the Securities Act of 1933, as amended, relating to the 499,876,427 shares of the Company's common stock, par value $1.00 per share (the "Common Stock"), the 604,502,284 shares of the Company's Class A Liberty Media Group common stock, par value $1.00 per share, and the 56,720,431 shares of the Company's Class B Liberty Media Group common stock, par value $1.00 per share (collectively, the "Liberty Media Group Tracking Stock"), to be issued pursuant to the Agreement and Plan of Restructuring and Merger, dated as of June 23, 1998, by and among the Company, Italy Merger Corp. and Tele-Communications, Inc., I am of the opinion that:

1. the Company is a duly organized and validly existing corporation under the laws of the State of New York;

2. the issuance of the Common Stock and the Liberty Media Group Tracking Stock has been duly authorized by appropriate corporate action of the Company; and

3. when the Common Stock and the Liberty Media Group Tracking Stock have been issued and delivered pursuant to a sale in the manner described in the Registration Statement, such Common Stock and Liberty Media Group Tracking Stock will be validly issued, fully paid and non-assessable.

I hereby consent to the filing of this opinion with the Securities and Exchange Commission in connection with the filing of the Registration Statement. I also consent to the making of the statement with respect to me in the related Proxy Statement/Prospectus under the heading "Legal Matters."

Very truly yours,

/s/ ROBERT S. FEIT

Robert S. Feit
General Attorney and Assistant Secretary

EXHIBIT 23.02

Exhibit 23.02

[LETTERHEAD OF CREDIT SUISSE FIRST BOSTON CORPORATION]

Board of Directors
AT&T Corp.
295 North Maple Avenue
Basking Ridge, New Jersey 07920

Members of the Board:

We hereby consent to the inclusion of our opinion letter to the Board of Directors of AT&T Corp. ("AT&T") as Appendix D to the Proxy Statement/Prospectus of AT&T and Tele-Communications, Inc. ("TCI") relating to the proposed merger transaction involving AT&T and TCI and references thereto in such Proxy Statement/Prospectus under the captions "SUMMARY—Opinions of Financial Advisors," "THE PROPOSED TRANSACTIONS—Background," "—AT&T's Reasons for the Merger; Recommendation of the AT&T Board" and "—Opinions of AT&T's Financial Advisors." In giving such consent, we do not admit that we come within the category of persons whose consent is required under, and we do not admit that we are "experts" for purposes of, the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

By: /s/ CREDIT SUISSE FIRST BOSTON CORPORATION
CREDIT SUISSE FIRST BOSTON CORPORATION

New York, New York
January 6, 1999

EXHIBIT 23.03

Exhibit 23.03

[LETTERHEAD OF GOLDMAN, SACHS & CO.]

PERSONAL AND CONFIDENTIAL

January 4, 1999

Board of Directors
AT&T Corp.
295 North Maple Avenue
Basking Ridge, NJ 07920

Re: Registration Statement of AT&T Corp. relating to the Agreement and Plan of Restructuring and Merger, dated as of June 23, 1998, among AT&T Corp., Italy Merger Corp., a wholly owned subsidiary of AT&T, and Tele-Communications, Inc.

Ladies and Gentlemen:

Reference is made to our opinion letter dated June 23, 1998 with respect to the fairness from a financial point of view to AT&T Corp. ("AT&T") of the collective exchange ratios, taken as a whole, under the Agreement and Plan of Restructuring and Merger, dated as of June 23, 1998, among AT&T, Italy Merger Corp., a wholly owned subsidiary of AT&T, and Tele-Communications, Inc. ("TCI"), which provides for a merger in which (a) each outstanding share of Series A TCI Group Common Stock, par value $1.00 per share, of TCI will be converted into the right to receive 0.7757 shares of Common Stock, par value $1.00 per share, of AT&T (the "AT&T Common Stock"), (b) each outstanding share of Series B TCI Group Common Stock, par value $1.00 per share, of TCI will be converted into the right to receive 0.8533 shares of AT&T Common Stock, (c) each outstanding share of Series A Liberty Media Group Common Stock, par value $1.00 per share, of TCI will be converted into the right to receive one share of AT&T Class A Liberty Group Common Stock, par value $1.00 per share, of AT&T (the "AT&T Class A Liberty Group Common Stock"), (d) each outstanding share of Series B Liberty Media Group Common Stock, par value $1.00 per share, of TCI will be converted into the right to receive one share of AT&T Class B Liberty Group Common Stock, par value $1.00 per share, of AT&T (the "AT&T Class B Liberty Group Common Stock"), (e) each outstanding share of Series A TCI Ventures Group Common Stock, par value $1.00 per share, of TCI will be converted into the right to receive 0.52 of a share of AT&T Class A Liberty Group Common Stock, and (f) each outstanding share of Series B TCI Ventures Group Common Stock, par value $1.00 per share, of TCI will be converted into the right to receive 0.52 of a share of AT&T Class B Liberty Group Common Stock.

The foregoing opinion letter is provided for the information and assistance of the Board of Directors of AT&T in connection with its consideration of the transaction contemplated therein and is not to be used, circulated, quoted or otherwise referred to for any other purpose, nor is it to be filed with, included in or referred to in whole or in part in any registration statement, proxy statement or any other document, except in accordance with our prior written consent. We understand that AT&T has determined to include our opinion in the above-referenced Registration Statement.

In that regard, we hereby consent to the reference to the opinion of our Firm under the captions "SUMMARY, Opinions of Financial Advisors", "THE PROPOSED TRANSACTIONS, Background", "THE PROPOSED TRANSACTIONS, AT&T's Reasons for the Merger; Recommendation of the AT&T Board" and "THE PROPOSED TRANSACTIONS, Opinions of AT&T's Financial Advisors" and to the inclusion of the foregoing opinion in the Proxy Statement/Prospectus included in the above-mentioned Registration Statement. In giving such consent, we do not thereby admit that we come within the category of persons whose consent is required under Section 7 of the Securities Act of 1933 or the rules and regulations of the Securities and Exchange Commission thereunder.

Very truly yours,

/s/ GOLDMAN, SACHS & CO.

(GOLDMAN, SACHS & CO.)

EXHIBIT 23.04

Exhibit 23.04

CONSENT OF DONALDSON, LUFKIN & JENRETTE SECURITIES CORPORATION

We hereby consent to (i) the inclusion of our opinion letters, each dated June 23, 1998, to the Board of Directors of Tele-Communications, Inc. (the "Company") as Annexes F-1 and F-2 to the Proxy Statement/Prospectus of the Company relating to the proposed merger between the Company and a wholly-owned subsidiary of AT&T Corp. and the proposed combination of the Company's Liberty Media Group and the Company's TCI Ventures Group, and (ii) all references to DLJ in the sections captioned "Summary—Opinions of Financial Advisors," "The Proposed Transactions—Background," "—TCI's Reasons for the Transactions; Recommendation of the Special Committee and the TCI Board," "—Opinions of TCI's Financial Advisor" and "Liberty/Ventures Combination—Background of and Reasons for the Liberty/Ventures Combination" of the Proxy Statement/Prospectus of AT&T Corp. and Tele-Communications, Inc. which forms a part of this Registration Statement on Form S-4. In giving such consent, we do not admit that we come within the category of persons whose consent is required under, and we do not admit that we are "experts" for purposes of, the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

DONALDSON, LUFKIN & JENRETTE
SECURITIES CORPORATION

By: /s/ JILL GREENTHAL
Jill Greenthal
Managing Director

New York, New York
January 6, 1999

EXHIBIT 23.05

Exhibit 23.05

CONSENT OF INDEPENDENT ACCOUNTANTS

We consent to the incorporation by reference in the registration statement of AT&T Corp. (the "Company") on Form S-4 of our reports dated January 26, 1998 (September 23, 1998 as to Note 15), on our audits of the consolidated financial statements and the consolidated financial statement schedule of the Company, as of December 31, 1997 and 1996, and for the years ended December 31, 1997, 1996, and 1995, which reports are incorporated by reference into the Company's Current Report on Form 8-K/A, as amended as of January 8, 1999, for the year ended December 31, 1997. We also consent to the reference to our firm under the caption "Experts".

/s/ PricewaterhouseCoopers LLP
PricewaterhouseCoopers LLP

New York, New York
January 8, 1999

EXHIBIT 23.06

Exhibit 23.06

Consent of Independent Auditors

The Board of Directors and Stockholders
Tele-Communications, Inc.:

We consent to the incorporation by reference in the registration statement on Form S-4 of AT&T Corp. of our reports, dated March 20, 1998, except for note 19 which is as of January 6, 1999, relating to the consolidated balance sheets of Tele-Communications, Inc. and subsidiaries as of December 31, 1997 and 1996, and the related consolidated statements of operations, stockholders' equity, and cash flows for each of the years in the three-year period ended December 31, 1997, and all related financial statement schedules, which reports appear in the December 31, 1997 Annual Report on Form 10-K, as amended by Form 10-K/A (Amendment No. 1), of Tele-Communications, Inc., and to the reference to our firm under the heading "Experts" and "Selected Historical Financial Information" in the registration statement.

/s/ KPMG LLP
KPMG LLP

Denver, Colorado
January 7, 1999

EXHIBIT 23.07

Exhibit 23.07

Consent of Independent Auditors

The Board of Directors and Stockholders
Tele-Communications, Inc.:

We consent to the incorporation by reference in the registration statement on Form S-4 of AT&T Corp. of our report, dated March 20, 1998, relating to the combined balance sheets of TCI Group as of December 31, 1997 and 1996, and the related combined statements of operations, equity (deficit), and cash flows for each of the years in the three-year period ended December 31, 1997, which report appears in the December 31, 1997 Annual Report on Form 10-K, as amended by Form 10-K/A (Amendment No.1), of Tele-Communications, Inc., and to the reference to our firm under the heading "Experts" and "Selected Historical Financial Information" in the registration statement. Our report covering the combined financial statements refers to the effects of not consolidating TCI Group's interest in Liberty Media Group and TCI Ventures Group for all periods that TCI Group has an interest in Liberty Media Group and TCI Ventures Group, respectively.

/s/ KPMG LLP
KPMG LLP

Denver, Colorado
January 7, 1999

EXHIBIT 23.08

Exhibit 23.08

Consent of Independent Auditors

The Board of Directors and Stockholders
Tele-Communications, Inc.:

We consent to the incorporation by reference in the registration statement on Form S-4 of AT&T Corp. of our report, dated March 20, 1998, relating to the combined balance sheets of Liberty Media Group as of December 31, 1997 and 1996, and the related combined statements of operations, equity, and cash flows for each of the years in the three-year period ended December 31, 1997, which report appears in the December 31, 1997 Annual Report on Form 10-K, as amended by Form 10-K/A (Amendment No. 1), of Tele-Communications, Inc., and to the reference to our firm under the heading "Experts" in the registration statement.

/s/ KPMG LLP
KPMG LLP

Denver, Colorado
January 7, 1999

EXHIBIT 23.09

Exhibit 23.09

Consent of Independent Auditors

The Board of Directors and Stockholders
Tele-Communications, Inc.:

We consent to the incorporation by reference in the registration statement on Form S-4 of AT&T Corp. of our report, dated March 20, 1998, except for note 18 which is as of January 6, 1999, relating to the combined balance sheets of TCI Ventures Group as of December 31, 1997 and 1996, and the related combined statements of operations, equity, and cash flows for each of the years in the three-year period ended December 31, 1997, which report appears in the December 31, 1997 Annual Report on Form 10-K, as amended by Form 10-K/A (Amendment No. 1), of Tele-Communications, Inc., and to the reference to our firm under the heading "Experts" in the registration statement.

/s/ KPMG LLP
KPMG LLP

Denver, Colorado
January 7, 1999

EXHIBIT 23.10

Exhibit 23.10

Consent of Independent Auditors

The Board of Directors
Cablevision Systems Corporation:

We consent to the incorporation by reference in the registration statement on Form S-4 of AT&T Corp. of our report, dated April 1, 1997, relating to the consolidated balance sheets of Cablevision Systems Corporation and subsidiaries as of December 31, 1996 and 1995, and the related consolidated statements of operations, stockholders' deficiency and cash flows for each of the years in the three-year period ended December 31, 1996, and the related financial statement schedule, which report appears in the Current Report on Form 8-K, as amended by Form 8-K/A (Amendment No. 2), of Tele-Communications, Inc., dated March 6, 1998, and to the reference to our firm under the heading "Experts" in the registration statement.

/s/ KPMG LLP
KPMG LLP

Jericho, New York
January 7, 1999

EXHIBIT 23.11